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ZOLTAR SATELLITE ALARM SYSTEMS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ZOLTAR SATELLITE ALARM)	Civil Action No. 5:06-CV-00044-JW
SYSTEMS, INC., a Delaware)	
corporation,)	STIPULATION OF DISMISSAL
Plaintiff,)	
v.)	
MOTOROLA, INC., a Delaware)	
Corporation, et al.,)	
Defendants.)	
_____)	
)	

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, plaintiff Zoltar Satellite Alarm Systems, Inc. ("Zoltar") and defendants Sanyo Electric Co., Ltd. and Sanyo North America Corp.

1 (collectively "SANYO") hereby stipulate to the dismissal, with prejudice, of the above-captioned civil
2 action including all claims and counterclaims as pled in the Complaint; provided, however, that this
3 dismissal shall not preclude SANYO, which expressly reserves the right, to assert any ground of non-
4 liability, including but not limited to, the assertion of invalidity or unenforceability as an affirmative
5 defense or counterclaim to any future claim of infringement by Zoltar against SANYO of U.S. Patent Nos.
6 5,650,770; 5,963,130; 6,198,390; and/or 6,518,889.
7

8 This dismissal is based on representations and warranties made by the parties in a
9 Settlement Agreement, dated June 1, 2007, including the SANYO representation that their accused
10 products identified in Zoltar's preliminary infringement contentions each contains a Qualcomm chip, and
11 each party reserves all rights under the agreement.
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13 Each party will bear its own costs and attorneys fees.
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1 Dated: August 29, 2007

Dated: August 29, 2007

2 **SANYO ELECTRIC CO., LTD., AND**
3 **SANYO NORTH AMERICA CORP.**

ZOLTAR SATELLITE ALARM SYSTEMS,
INC.

4 By their attorneys,

By its attorneys,

5 /s/ Lisa S. Mankofsky

/s/ Howard B. Miller

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23 **SO ORDERED**

24 Date: August 31, 2007

25 
United States District Court Judge

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27 F:\clients\25347\pld\StipReDismissal